

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER HSFEHQ-09-R-0105		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY Federal Emergency Management Agency Office of Acquisition Management 500 C Street, S.W., PP 5th Floor Washington DC 20472				8. ADDRESS OFFER TO (If other than Item 7)				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 _____ until _____ (Hour) _____ local time _____ (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME Roxanne Micca	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202-212-2338	C. E-MAIL ADDRESS roxanne.micca@fema.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)

10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR

CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER

AREA CODE	NUMBER	EXT.
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☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

17. SIGNATURE

18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
24. ADMINISTERED BY (If other than Item 7) Federal Emergency Management Agency Office of Acquisition Management 395 E St. SW PP-5 Washington, DC 20472		25. PAYMENT WILL BE MADE BY Federal Emergency Management Agency/FCC P.O. Box 800 Berryville VA 22611		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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CLIN	SUB-CLIN	DESCRIPTION OF SUPPLIES/SERVICES	UNIT QUANTITY	UNIT PRICE	TOTAL AMOUNT
0001		Manufacturing and Testing 3 Bedroom Alternative Housing Units	1		
0001	AA	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
0001	AB	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
0001	AC	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
0001	AD	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
0001	AE	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	301-400		
0001	AF	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
0001	AG	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
0001	AH	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
0001	AI	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering	701-800		

		ranges*			
0001	AJ	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
0001	AK	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
0002	AA	Manufacturing and Testing 2 Bedroom Alternative Housing Units	1		
0002	AB	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
0002	AC	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
0002	AD	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
0002	AE	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
0002	AF	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	301-400		
0002	AG	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
0002	AH	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
0002	AI	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
0002	AJ	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering	701-800		

		ranges*			
0002	AK	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
0002		Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
0003		Manufacturing and Testing 1 Bedroom Alternative Housing Units	1		
0003	AA	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
0003	AB	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
0003	AC	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
0003	AD	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
0003	AE	Manufacturing and Testing 1 Bedroom Alternative Housing Units*	301-400		
0003	AF	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
0003	AG	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
0003	AH	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
0003	AI	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	701-800		

0003	AJ	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
0003	AK	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
0004	AA	Maintenance and Deactivation of Alternative Housing Units 1 Bedroom**	1		
0004	AB	Maintenance and Deactivation of Alternative Housing Units 2 Bedroom**	1		
0004	AC	Maintenance and Deactivation of Alternative Housing Units 3 Bedroom**	1		
0005	AA	Delivery and Installation of Alternative Disaster Housing Units – 1 Bedroom to Facility***			
0005	AB	Delivery and Installation of Alternative Disaster Housing Units – 1 Bedroom			
0005	AC	Delivery and Installation of Alternative Disaster Housing Units – 2 Bedroom to Facility***			
0005	AD	Delivery and Installation of Alternative Disaster Housing Units – 2 Bedroom			
0005	AE	Delivery and Installation of Alternative Disaster Housing Units – 3 Bedroom to Facility***			
0005	AF	Delivery and Installation of Alternative Disaster Housing Units – 3 Bedroom			
0006		Shipping Costs-price per mile			
0007		Other Direct Costs (ODC's)****			
0008					
0008	AA	Storage of units at the contractor's facility			

		(weekly)			
0008	AB	Sprinkler Systems			

*Offeror shall fill in unit breaks (if applicable) for unit quantities listed

**Commercial maintenance calls beyond what is covered in the warranty included in the Statement of Work

***The one (1) guaranteed unit will be delivered to the facility which will be designated in a future task order. Please include all travel costs for this delivery and installation in this CLIN.

**** Please price for other direct cost. The Government reserves the right to not execute this CLIN. This CLIN is for travel and incidentals which may be unknown at contract award.

PRICE/COST SCHEDULE

Option Year 1: September 1, 2010 – August 31, 2011

CLIN	SUB-CLIN	DESCRIPTION OF SUPPLIES/SERVICES	UNIT QUANTITY	UNIT PRICE	TOTAL AMOUNT
1001		Manufacturing and Testing 3 Bedroom Alternative Housing Units	1		
1001	AA	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
1001	AB	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
1001	AC	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
1001	AD	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
1001	AE	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	301-400		
1001	AF	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
1001	AG	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
1001	AH	Manufacturing and			

		Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
1001	AI	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
1001	AJ	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
1001	AK	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
1002	AA	Manufacturing and Testing 2 Bedroom Alternative Housing Units	1		
1002	AB	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
1002	AC	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
1002	AD	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
1002	AE	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
1002	AF	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	301-400		
1002	AG	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
1002	AH	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
1002	AI	Manufacturing and			

		Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
1002	AJ	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
1002	AK	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
1002		Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
1003		Manufacturing and Testing 1 Bedroom Alternative Housing Units	1		
1003	AA	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
1003	AB	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
1003	AC	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
1003	AD	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
1003	AE	Manufacturing and Testing 1 Bedroom Alternative Housing Units*	301-400		
1003	AF	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
1003	AG	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
1003	AH	Manufacturing and Testing 1 Bedroom			

		Alternative Housing Units additional ordering ranges*	601-700		
1003	AI	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
1003	AJ	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
1003	AK	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
1004	AA	Maintenance and Deactivation of Alternative Housing Units 1 Bedroom**	1		
1004	AB	Maintenance and Deactivation of Alternative Housing Units 2 Bedroom**	1		
1004	AC	Maintenance and Deactivation of Alternative Housing Units 3 Bedroom**	1		
1005	AA	Delivery and Installation of Alternative Disaster Housing Units – 1 Bedroom to a Facility***			
1005	AB	Delivery and Installation of Alternative Disaster Housing Units – 1 Bedroom			
1005	AC	Delivery and Installation of Alternative Disaster Housing Units – 2 Bedroom to a Facility***			
1005	AD	Delivery and Installation of Alternative Disaster Housing Units – 2 Bedroom			
1005	AE	Delivery and Installation of Alternative Disaster Housing Units – 3 Bedroom to a Facility***			
1005	AF	Delivery and Installation of Alternative Disaster Housing Units – 3 Bedroom			
1006		Shipping Costs-price per mile			

1007		Other Direct Costs (ODC's)****			
1008					
1008	AA	Storage of units at the contractor's facility (weekly)			
1008	AB	Sprinkler Systems			

*Offeror shall fill in unit breaks (if applicable) for unit quantities listed

**Commercial maintenance calls beyond what is covered in the warranty included in the Statement of Work

***The one (1) guaranteed unit will be delivered to the facility which will be designated in a future task order. Please include all travel costs for this delivery and installation in this CLIN.

**** Please price for other direct cost. The Government reserves the right to not execute this CLIN. This CLIN is for travel and incidentals which may be unknown at contract award.

PRICE/COST SCHEDULE

Option Year 2: September 1, 2011 – August 31, 2012

CLIN	SUB-CLIN	DESCRIPTION OF SUPPLIES/SERVICES	UNIT QUANTITY	UNIT PRICE	TOTAL AMOUNT
2001		Manufacturing and Testing 3 Bedroom Alternative Housing Units	1		
2001	AA	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
2001	AB	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
2001	AC	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
2001	AD	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
2001	AE	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	301-400		
2001	AF	Manufacturing and Testing 3 Bedroom			

		Alternative Housing Units additional ordering ranges*	401-500		
2001	AG	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
2001	AH	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
2001	AI	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
2001	AJ	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
2001	AK	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
2002	AA	Manufacturing and Testing 2 Bedroom Alternative Housing Units	1		
2002	AB	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
2002	AC	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
2002	AD	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
2002	AE	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
2002	AF	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	301-400		
2002	AG	Manufacturing and Testing 2 Bedroom			

		Alternative Housing Units additional ordering ranges*	401-500		
2002	AH	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
2002	AI	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
2002	AJ	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
2002	AK	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
2002		Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
2003		Manufacturing and Testing 1 Bedroom Alternative Housing Units	1		
2003	AA	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
2003	AB	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
2003	AC	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
2003	AD	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
2003	AE	Manufacturing and Testing 1 Bedroom Alternative Housing Units*	301-400		
2003	AF	Manufacturing and Testing 1 Bedroom Alternative Housing Units	401-500		

		additional ordering ranges*			
2003	AG	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
2003	AH	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
2003	AI	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
2003	AJ	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
2003	AK	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
2004	AA	Maintenance and Deactivation of Alternative Housing Units 1 Bedroom**	1		
2004	AB	Maintenance and Deactivation of Alternative Housing Units 2 Bedroom**	1		
2004	AC	Maintenance and Deactivation of Alternative Housing Units 3 Bedroom**	1		
2005	AA	Delivery and Installation of Alternative Disaster Housing Units – 1 Bedroom to a Facility***			
2005	AB	Delivery and Installation of Alternative Disaster Housing Units – 1 Bedroom			
2005	AC	Delivery and Installation of Alternative Disaster Housing Units – 2 Bedroom to a Facility***			
2005	AD	Delivery and Installation of Alternative Disaster Housing Units – 2 Bedroom			
2005	AE	Delivery and Installation of Alternative Disaster			

		Housing Units – 3 Bedroom to a Facility***			
2005	AF	Delivery and Installation of Alternative Disaster Housing Units – 3 Bedroom			
2006		Shipping Costs-price per mile			
2007		Other Direct Costs (ODC's)****			
2008					
2008	AA	Storage of units at the contractor's facility (weekly)			
2008	AB	Sprinkler Systems			

*Offeror shall fill in unit breaks (if applicable) for unit quantities listed

**Commercial maintenance calls beyond what is covered in the warranty included in the Statement of Work

***The one (1) guaranteed unit will be delivered to the facility which will be designated in a future task order. Please include all travel costs for this delivery and installation in this CLIN.

**** Please price for other direct cost. The Government reserves the right to not execute this CLIN. This CLIN is for travel and incidentals which may be unknown at contract award.

PRICE/COST SCHEDULE

Option Year 3: September 1, 2012 – August 31, 2013

CLIN	SUB-CLIN	DESCRIPTION OF SUPPLIES/SERVICES	UNIT QUANTITY	UNIT PRICE	TOTAL AMOUNT
3001		Manufacturing and Testing 3 Bedroom Alternative Housing Units	1		
3001	AA	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
3001	AB	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
3001	AC	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
3001	AD	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering	201-300		

		ranges*			
3001	AE	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	301-400		
3001	AF	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
3001	AG	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
3001	AH	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
3001	AI	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
3001	AJ	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
3001	AK	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
3002	AA	Manufacturing and Testing 2 Bedroom Alternative Housing Units	1		
3002	AB	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
3002	AC	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
3002	AD	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
3002	AE	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering	201-300		

		ranges*			
3002	AF	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	301-400		
3002	AG	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
3002	AH	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
3002	AI	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
3002	AJ	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
3002	AK	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
3002		Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
3003		Manufacturing and Testing 1 Bedroom Alternative Housing Units	1		
3003	AA	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
3003	AB	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
3003	AC	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	101-200		
3003	AD	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering	201-300		

		ranges*			
3003	AE	Manufacturing and Testing 1 Bedroom Alternative Housing Units*	301-400		
3003	AF	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
3003	AG	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
3003	AH	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
3003	AI	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
3003	AJ	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
3003	AK	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
3004	AA	Maintenance and Deactivation of Alternative Housing Units 1 Bedroom**	1		
3004	AB	Maintenance and Deactivation of Alternative Housing Units 2 Bedroom**	1		
3004	AC	Maintenance and Deactivation of Alternative Housing Units 3 Bedroom**	1		
3005	AA	Delivery and Installation of Alternative Disaster Housing Units – 1 Bedroom to a Facility***			
3005	AB	Delivery and Installation of Alternative Disaster Housing Units – 1 Bedroom			
3005	AC	Delivery and Installation of Alternative Disaster			

		Housing Units – 2 Bedroom to a Facility***			
3005	AD	Delivery and Installation of Alternative Disaster Housing Units – 2 Bedroom			
3005	AE	Delivery and Installation of Alternative Disaster Housing Units – 3 Bedroom to a Facility***			
3005	AF	Delivery and Installation of Alternative Disaster Housing Units – 3 Bedroom			
3006		Shipping Costs-price per mile			
3007		Other Direct Costs (ODC's)****			
3008					
3008	AA	Storage of units at the contractor's facility (weekly)			
3008	AB	Sprinkler Systems			

*Offeror shall fill in unit breaks (if applicable) for unit quantities listed

**Commercial maintenance calls beyond what is covered in the warranty included in the Statement of Work

***The one (1) guaranteed unit will be delivered to the facility which will be designated in a future task order. Please include all travel costs for this delivery and installation in this CLIN. .

**** Please price for other direct cost. The Government reserves the right to not execute this CLIN. This CLIN is for travel and incidentals which may be unknown at contract award.

PRICE/COST SCHEDULE

Option Year 4: September 1, 2013 – August 31, 2014

CLIN	SUB-CLIN	DESCRIPTION OF SUPPLIES/SERVICES	UNIT QUANTITY	UNIT PRICE	TOTAL AMOUNT
4001		Manufacturing and Testing 3 Bedroom Alternative Housing Units	1		
4001	AA	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
4001	AB	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
4001	AC	Manufacturing and Testing 3 Bedroom			

		Alternative Housing Units additional ordering ranges*	101-200		
4001	AD	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
4001	AE	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	301-400		
4001	AF	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
4001	AG	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
4001	AH	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
4001	AI	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
4001	AJ	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
4001	AK	Manufacturing and Testing 3 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
4002	AA	Manufacturing and Testing 2 Bedroom Alternative Housing Units	1		
4002	AB	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
4002	AC	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
4002	AD	Manufacturing and Testing 2 Bedroom			

		Alternative Housing Units additional ordering ranges*	101-200		
4002	AE	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
4002	AF	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	301-400		
4002	AG	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
4002	AH	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
4002	AI	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
4002	AJ	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
4002	AK	Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
4002		Manufacturing and Testing 2 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
4003		Manufacturing and Testing 1 Bedroom Alternative Housing Units	1		
4003	AA	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	2-50		
4003	AB	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	51-100		
4003	AC	Manufacturing and Testing 1 Bedroom			

		Alternative Housing Units additional ordering ranges*	101-200		
4003	AD	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	201-300		
4003	AE	Manufacturing and Testing 1 Bedroom Alternative Housing Units*	301-400		
4003	AF	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	401-500		
4003	AG	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	501-600		
4003	AH	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	601-700		
4003	AI	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	701-800		
4003	AJ	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	801-900		
4003	AK	Manufacturing and Testing 1 Bedroom Alternative Housing Units additional ordering ranges*	901-1000		
4004	AA	Maintenance and Deactivation of Alternative Housing Units 1 Bedroom**	1		
4004	AB	Maintenance and Deactivation of Alternative Housing Units 2 Bedroom**	1		
4004	AC	Maintenance and Deactivation of Alternative Housing Units 3 Bedroom**	1		
4005	AA	Delivery and Installation of Alternative Disaster Housing Units – 1			

		Bedroom to a Facility***			
4005	AB	Delivery and Installation of Alternative Disaster Housing Units – 1 Bedroom			
4005	AC	Delivery and Installation of Alternative Disaster Housing Units – 2 Bedroom to a Facility***			
4005	AD	Delivery and Installation of Alternative Disaster Housing Units – 2 Bedroom			
4005	AE	Delivery and Installation of Alternative Disaster Housing Units – 3 Bedroom to a Facility***			
4005	AF	Delivery and Installation of Alternative Disaster Housing Units – 3 Bedroom			
4006		Shipping Costs-price per mile			
0007		Other Direct Costs (ODC's)****			
4008					
4008	AA	Storage of units at the contractor's facility (weekly)			
4008	AB	Sprinkler Systems			

*Offeror shall fill in unit breaks (if applicable) for unit quantities listed

**Commercial maintenance calls beyond what is covered in the warranty included in the Statement of Work

***The one (1) guaranteed unit will be delivered to the facility which will be designated in a future task order. Please include all travel costs for this delivery and installation in this CLIN.

**** Please price for other direct cost. The Government reserves the right to not execute this CLIN. This CLIN is for travel and incidentals which may be unknown at contract award.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**FEMA Request for Alternative Units****Purpose**

This solicitation is intended to expand FEMA's repertoire of available disaster housing with new units that address the most crucial issues facing FEMA today. FEMA Baselines for Alternative Units and Alternative Unit Functional Criteria, as specified in the following pages, are intended to aid in this mission. All units meeting the baseline requirements in Attachment A will then be evaluated according to their performance against the functional criteria listed in Alternative Unit Functional Criteria. If a unit does not meet the requirements laid out in Baselines for Alternative Units, it will not be considered for award and be deemed unacceptable. If a unit meets all of the requirements specified in Baselines for Alternative Units, then it will be judged based on its performance against the criteria in Alternative Unit Functional Criteria.

NOTE 1: Units that have been awarded under other FEMA contracts will not be considered.

NOTE 2: FEMA will also review and consider units which can be stacked or connected together to offer temporary housing in urban areas.

Minimum Order

Upon award the government is obligated to purchase only 1 unit (total) but reserves the right to order more.

FEMA Baselines for Alternative Units

Background	<p>Temporary Housing Units under this initiative are for the purpose of providing temporary housing to disaster victims. These units would likely be subjected to extended road travel, multiple installations and deactivations, and various to extreme weather conditions.</p> <p>The baseline items established herein shall not be considered restrictive in that the supplier may provide units which meet <i>or exceed</i> the required items. All units must undergo 100% compliance testing with the Indoor Air Quality protocols attached, and proposals should describe the manufacturing and testing plan to achieve compliance.</p> <p>All proposals should clearly demonstrate compliance with each requirement listed.</p>
Unit Type	<p>This solicitation is open to all unit types including Factory Built Housing, Manufactured Housing (HUD-Code), Modular Housing, Panelized Housing, and other types of alternative units such as yurts, shipping containers, transportable multiple dwelling units, transportable duplex units, and stackable units.</p> <p>This solicitation is seeking units that are "alternative" in nature; that is, those units that are substantially different than those units procured through FEMA's traditional temporary housing contracts. Units already under contract with FEMA will not be considered.</p>
Unit Size	<p>Exterior footprint of 250 square feet to 840 square feet. Units with enhanced mobility and ability to be placed in driveways, front- or backyards of existing home sites, and confined areas will be judged most favorably.</p> <p>Proposals that include multiple dwelling units, duplex units, or stackable units will be evaluated on the foot print efficiency. Design proposals submitted will be evaluated on the ability for the configuration to be scalable (the size of complex will depend on the need FEMA at disaster time) and flexible configurations will be judged most favorably.</p>

FEMA Baselines for Alternative Units

<p>Intended Occupancy and Use</p>	<p>Unit shall accommodate at minimum 3 adult occupants with sleeping accommodations. Vendors must clarify how many beds (i.e. a bed and/or sofa bed) and rooms (include living room if equipped with a sofa bed, for example) would be built and furnished to provide how many sleeping accommodations for adults.</p> <p>Proposals should indicate the maximum number of occupants and the maximum duration of occupancy the unit can accommodate while meeting the requirements of all applicable codes and requirements within the proposal. Proposals shall also indicate the intended use of each unit and limitations of each unit's performance, particularly in regards to different hazards (i.e. flooding, wind, snow, etc) that the unit is designed to resist/withstand.</p>
<p>Code Compliance and Design</p> <p>**Without documentation, claims will not be able to be verified**</p>	<p><i>Proposed units should be designed to and certified under U.S. recognized codes and standards for Building, Electric, Plumbing, and Mechanical systems. In the event that the entire unit or any component thereof is not designed to or certified under any one of the U.S. recognized codes, documentation establishing equivalency in safety and performances must be provided by a recognized building science organization or an accredited third party entity.</i></p> <p>Units shall be designed and certified under a nationally-recognized building code(s), such as the HUD-Code on Manufactured Housing (CFR Title 24, Part 3280), the International Residential Code (IRC 2006), or the National Fire Protection Association codes on building construction and safety (NFPA 5000, 13R, & 13D) and on manufactured housing (NFPA 501). Unit Proposals should contain third party design review and any other additional documentation to verify code compliance. If unit can be converted to a permanent structure, please describe in the proposal why the unit is a good candidate to be converted to permanent use: Be sure to include documentation describing the type(s) of permanent foundations proposed or required for use, and how it would comply with local building codes.</p> <p>Units not conforming to the IRC or the HUD Code shall meet the current International Plumbing Code, with documentation verifying compliance within the proposal.</p> <p>Units not conforming to the IRC or the HUD Code shall meet the current International Mechanical Code, with documentation verifying compliance within the proposal.</p> <p>Unit shall comply with all appropriate Federal Energy Star Standards for unit designs, utility systems and appliances. Proposals should detail which systems and components meet Energy Star.</p> <p>Units not conforming to the IRC or the HUD Code shall meet the current National Electric Code, with documentation verifying compliance within the proposal.</p> <p>Electrical components shall meet UL (Underwriter's Laboratory) standard or equivalent standard. If unit does not meet UL standards, please demonstrate equivalency within the proposal.</p> <p>Indicate if designed and approved as compliant with Uniform Federal Accessibility Standard (UFAS); or indicate if there is a UFAS-compliant version. Please visit http://www.access-board.gov/ufas/ufas-html/ufas.htm for a full list of specifications.</p>
<p>QA / QC</p>	<p>Units proposed in this RFP shall have a fully documented Quality Assurance/Quality Control (QA/QC) Program with all relevant documentation, protocols, staff, and procedures included within the proposal. QA/QC should be monitored by a third party inspection agency during both design phase and manufacturing process to ensure adherence to all relevant codes as well as the additional requirements detailed in this document. Third party QA/QC monitoring should be conducted on a</p>

FEMA Baselines for Alternative Units

	daily basis by a recognized engineering firm with no conflicts of interest with the manufacturer and its contractors, QA/QC and in-plant production is also subject to the monitoring of FEMA Technical Monitors.
Air Quality	<p>All materials, especially all particle board and plywood products if used in building and/or furnishing the housing unit must comply with the HUD Code., Vendor must show compliance with 3280.308/309 of HUD's Manufactured Housing Construction and Safety Standards). No MDF, Luan, vinyl gypsum or products which emit urea formaldehyde will be allowed for use.</p> <p>Vendor must use low or non-emitting materials for building and furnishing the units whenever feasible. Vendor must identify and document all known emitting materials that are used for the housing unit, proving that they are indeed the lowest emitting materials in their class,</p>
	<p>All units shall emit no or limited levels of formaldehyde. Once constructed, the unit's indoor formaldehyde level shall be less than 0.016 ppm (16 ppb) prior to government acceptance from the manufacturing plant. Units shall be tested according to the Indoor Air Quality Testing Procedures (see attached) to confirm compliance. Proposals shall include documentation detailing Indoor Air Quality compliance in both unit design and unit testing; every unit built will be tested prior to acceptance by FEMA.</p>
Unit Features	<p>Unit design shall include a complete bathroom with shower or tub, toilet, and sink with vanity. Water heater should have a minimum First Hour Rating of 42. Bathroom should include an adequately sized exhaust fan capable of exhausting no less than 50 CFM (for intermittent fan) or 20 CFM (for continuous fan) of air, vented and ducted directly to the outside. Preference will be given to exhaust fan with Energy Star qualification, continuous operation, and 1.5 sones or quieter.</p>
Unit Features	<p>Unit design shall include a complete kitchen with a kitchen table, seating for 4 people, cabinets, refrigerator, sink, and cooking device. Cooking device must at minimum include a cook top, and either an oven or microwave. Preference will be given to units that provide all three cooking devices. Kitchen shall be all-electric with no gas or propane appliances.</p>
	<p>Kitchen should include an adequately sized exhaust fan capable of exhausting no less than 100 CFM (for an intermittent fan) or 25 CFM (for a continuous fan) of air, vented and ducted directly to the outside. Preference will be given to exhaust fan with Energy Star qualification, continuous operation, and 1.5 sones or quieter. A range hood fan that ventilates directly to the outside rather than "re-circulates" the cooking fumes, smoke, odors and humidity may be considered as an exhaust fan for the purpose intended here - provided that it meets the above CFM requirements.</p>
	<p>Unit shall have a living room with a couch.</p>
	<p>Proposed unit must have at least 1 emergency egress window per each room or space intended for sleeping. All windows intended for emergency egress must be sized and installed as prescribed under a U.S. recognized building code such as the IRC, HUD, or NFPA.</p> <p>Overall, the proposed unit must meet all emergency egress requirements as prescribed under U.S. recognized building codes such as IRC, HUD or NFPA codes on building construction and safety (NFPA 5000) and on manufactured housing (NFPA 501)</p>

FEMA Baselines for Alternative Units

	Exterior doors shall have two independent locks with separate keys and be capable of being opened from inside without a tool or key. Each door lock should have a minimal key to lock ratio of 51-100. Latches and other locking mechanisms located in the inside of the exterior door and interior doors must be installed at a height of no greater than 54" from the finished floor.
	Exterior doorways & interior hallways shall meet or exceed 32" <u>minimum</u> clear width.
	Unit shall be equipped with HVAC system (with warranty) capable of maintaining living space conditions of 70F (under heating) and 75F (under cooling) with 50-55% relative humidity. Documentation should be provided to show the use of ACCA Manual J (or a recognized equivalent) in sizing the HVAC system heating and cooling capacities. All heating and cooling systems must meet Energy Star qualifications
	Units shall have a minimum Air Exchange Rate per Hour (ACH) of .35 (35%) of outdoor air being introduced into the unit per hour. Documentation must be provided to show how all supply and return air is extracted, delivered and distributed.
	Units shall be designed to meet industry minimum standards for residential ventilation and acceptable indoor air quality per the American Society of Heating, Refrigeration, and Air-Conditioning Section 62 (ASHRAE 62)
	Unit shall have phone, data, and cable connections. Preference will be given to units that come installed with wiring and connectors that provide ready access to the widest range and fastest speed of data and voice services.
	Unit shall be equipped with a smoke detector in each bedroom, kitchen, and living room. Unit must also be equipped with at least one 5lbs A-B-C fire extinguisher to be easily accessible in the kitchen area. Vendor must indicate the type and quantity of fire extinguishers and their locations if provided, and indicate so if not provided. Provision of a NOAA/FCC approved weather radio is also required. If units have an option to include a residential sprinkler system, please include the type of system and the option price within the proposal.
	Unit shall be all-electric with no gas or propane appliances.
Climate	Unit shall be indicated as designed for cold and/or hot/humid climate zones as such: <ol style="list-style-type: none"> 1. Hot and humid climate design to include adequate insulation values, heating ventilation and air conditioning (HVAC) requirements, vapor barriers, and other protection against humidity and heat. Please indicate if the unit is designed to HUD or DOE Thermal Zones, or otherwise demonstrate which climates and regions this unit is appropriate for use in. 2. OR Cold climate design including adequate insulation values, HVAC requirements, snow roof-load ratings, and other protection against cold weather hazards. Please indicate if the unit is designed to HUD or DOE Thermal Zones, or otherwise demonstrate which climates and regions this unit is appropriate for use in.
	Unit shall be capable of withstanding wind speeds at a minimum of 110 mph per American Society of Civil Engineers (ASCE) Standard 7-05 or relevant HUD Code Wind Zone designation (Zone III or greater)
	Unit shall include designs for tie-down requirements for securing unit to ground, with documentation included with the proposal to ensure foundation design is consistent

FEMA Baselines for Alternative Units

	with the overall unit design strength. This recognizes the need for soil assessment at the actual installation site.
Installation	Units shall be capable of being delivered and installed by a third party contractor. Proposals shall include detailed installation plans and information regarding what unit-specific training, if any, is needed.
	Unit shall be ready for hook-up to municipal electric, sewage, and water. Unit specifications should have details regarding connections to each.
	Proposals shall indicate how units are transported including what equipment is required, if any special permits are required, what modes of transportation can be utilized (rail, heavy truck, etc) and any other relevant information on how units can be transported from staging area to the disaster location. Preference will be given to those units that are highly transportable with minimal labor hours or heavy equipment required.
	Proposals shall indicate unit deactivation and removal plans when unit is no longer needed and the installation site is to be restored to original condition. Preference will be given to those units that can be removed with minimal cost, labor, equipment, and environmental damage to the original site. In addition, please describe any unit features and equipment that can help reduce the cost of operations and maintenance during storage.
Maintenance & Warranties	Proposal shall indicate the terms of all unit warranties and all exclusions within that warranty as per guidance in Section 5 of the Technical Proposal Format in the document <i>FEMA Request for Alternative Units</i> .
	Preventive maintenance required shall not exceed once per month. All maintenance activities required should be detailed within the proposal, and preference is given to those units that require minimal amounts of regular maintenance.
Minimum Production Rate	Vendor shall have the production capacity to produce a minimum of 25 units per week within 3-4 weeks of receiving order. If feasible, provide verification of ability to increase production capacity upon request.
Summary of Documentation Required	<p>Please include the following detailed documentation with your proposals:</p> <ol style="list-style-type: none"> 1. Plans and Details: Foundation, Floor, Roof, Mechanical, Plumbing, and Electrical Plans, Elevations (four orientations), Sections ("key" structural components and assemblies), Details ("key" structural connections and architectural elements) and conceptual scale floor drawings of the unit (should include furniture to be used and general room dimensions). <p>If submitting a proposal for the multiple dwelling unit, duplex unit, or stackable unit design; proposed site drawing configurations and plans shall include Fire protection and access to units not on ground level. Plans submitted shall include a sample site plan (how units will be configured in a group setting), conceptual scale floor drawings (including furniture to be used and general room dimensions) of individual unit(s), and the architectural building drawings (showing multiple individuals units within the larger structure).</p> <p>Drawings submitted may be of another size besides (8.5 x11) however should include 5 copies. References to drawings in the proposal should be clear and it should be easy to locate the referenced drawing. Drawings need to be submitted for each proposed floor plan, including deviations of the</p>

FEMA Baselines for Alternative Units

same design.

2. Analysis and Design: Calculations or Computer Modeling Results (Applicable Structural, HVAC, Electrical, and Plumbing Systems).
3. Inspection and Test Reports: Demonstrate compliance with any applicable design and code provisions noted above.
4. Quality Assurance Manual: Including monitoring and inspection procedures, qualifications of QA personnel, and in-house training procedures. Relevant DAPIA and IPIA documentation should also be included confirming compliance to relevant codes and specifications noted within this document.
5. Field Assembly and Erection: Site requirements and limitations, Assembly and Erection Procedures, and Inspection Requirements.
6. Commissioning Requirements: Final Inspection and Field Functional Testing.
7. Occupant's Manual: Operational Instructions for all mechanical and electrical systems and appliances, and location of all safety and shut-off devices. Include maintenance and periodic testing and inspection requirements.
8. Name of your Industrial Hygienist and a summary of their qualifications.

Other documentation requested within the RFP including Maintenance activities, QA/QC documents, terms of warranty, and detailed pricing sheets.

Please note: Though the Government will not and does not intend to disseminate this information, all submitted documents become Government property.

Alternative Unit Functional Criteria

In addition to the previous criteria that evaluate the unit's capacity to comply with the baseline safety, livability, production, and cost requirements, the following criteria are intended to see how well the proposed units can assist FEMA in addressing disaster conditions that challenge the typical FEMA MH, PM or TT. The intent is to spur innovative approaches on the part of the Bidders that can be incorporated into their products' designs, features, and functions. The examples of innovation listed below do not guarantee preference or selection of any unit. Please review the following criteria and *concisely describe* how the proposed housing products and services can help FEMA address these challenges:

1. **Timeliness: Amount of time it takes from order to occupancy**

- Disasters happen quickly, allowing little lead time for FEMA to provide displaced victims with temporary homes. How can the proposed units and services help FEMA maximize the number of families that can be adequately housed using the least amount of time?
- Describe factors that may ensure or improve timeliness or responsiveness. These factors may include additional production and delivery capacities that can be readily tapped, unit design that can expedite setup and proof of adequate trained crews, or records of building code compliance and permitting readiness and successes.

2. **Flexibility: Ability to accommodate various sized households and leverage different site sizes**

- Displaced households come in various sizes, and so do the sizes of sites available for installing disaster housing. Similarly, communities impacted by a disaster may include sparsely populated rural counties and densely populated urban centers. It is not an unusual challenge for FEMA to try to temporarily house a large family near the damaged home using only the narrow driveway or small front yard, or try to maximize the number of temporary units that can be installed on a small plot of land to provide the maximum housing density to support community needs.
- Describe how the proposed units may help FEMA address these flexibility issues of living space and site sizes. This may include unit features such as small footprints or modular setups that can leverage various site sizes. It may also include a built-in capacity for stacking or connecting multiple units, or adjusting interior partitions and living space.

3. **Sustainability: Capacity to lower energy consumption, cost, and overcome insufficient utilities**

- Post disaster environments often mean inadequate utility support, at least over the short term, which can delay installation of disaster housing. There is also a public interest to lower long-term energy cost and environmental impact of temporary housing unit. Housing units that are energy efficient or may include renewable energy generation (solar water heating or photovoltaic electrical) may be appropriate for use.
 - Describe how the proposed unit can help FEMA achieve these objectives. This may include components that minimize energy usage and/or equipment that generates renewable power or recycles gray or rain water.
4. **Reusability: Ability of unit to be reused in multiple disaster responses**
- If reusable, demonstrate that the unit's durability, transportability, and storability (as well as any other additional design features) that permit and ensure *cost effective* reusability. FEMA will assess how well the unit can endure multiple installations and take-downs, be easily and safely transported repeatedly, and be stored space effectively without excessive maintenance or protection requirements.
 - Describe how the units could be integrated into the permanent housing in the community.
5. **Adaptability: Ability to be used in different climates, geographies, and communities**
- Given the nation's wide range of geography and climates, as well as diverse local historical, architectural and building code requirements and preferences, units that have the adaptability to handle these challenges would greatly help FEMA meet disaster needs.
 - Describe and document how the unit's features and functions allow it to adapt **timely** and **cost effectively**. This may include the unit's ability and ease to be shipped and used under different geographical conditions (i.e. delivered and installed in mountains or elevated in floodplains), to match its facades to local architectural traditions, or to retrofit or upgrade thermal and HVAC capacities to meet local climates and building laws.
6. **Permanency: Ability to be leveraged or incorporated into a permanent home**
- A severely impacted community may need long-term housing solutions beyond temporary ones. Temporary housing solutions that can also be leveraged or incorporated into permanent housing may save cost and time in local rebuilding and recovery. Manufacturers should describe how the building and local zoning codes can be accommodated in the unit design.
 - Describe and document how the proposed unit may be a good "temp-to-perm" solution. This may include design features that make it structurally feasible to expand the unit's living space or to integrate the unit into part of the larger permanent home building. Describe also how the units – if expandable – can be accomplished in a manner that would be acceptable at the community and local level.

SECTION D - PACKAGING AND MARKING**D.1 52.247-26 GOVERNMENT DIRECTION AND MARKING (APR 1984)**

The agency being relocated shall tag or mark property, showing floor, room number, and location where property is to be placed in the new building. The agency shall provide sufficient personnel to direct the Contractor's personnel in the placement of the property at destination.

D.2 PACKAGING AND MARKING (FIP RESOURCES)

All items shall be preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packaging requirements of the carrier, and ensure safe delivery at destination.

D.3 IAQ TESTING PACKAGING

Offeror if selected must provide IAQ testing results including a stamped copy of the testing sticker from the testing facility, which includes a serial number. The testing data and label sheet are required for all units selected to be considered acceptable by the COTR.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)

The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the supplies or services furnished under this contract conform to contract requirements, including any applicable technical requirements for specified manufacturers' parts. This clause takes precedence over any Government inspection and testing required in the contract's specifications, except for specialized inspections or tests specified to be performed solely by the Government.

E.3 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (JUL 1985) ALTERNATE I (JUL 1985)

(a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense

of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required shall disclose the corrective action taken. Cost of removal, replacement, or correction shall be considered a cost incurred, or to be incurred, in the total final negotiated cost fixed under the incentive price revision clause. However, replacements or corrections by the Contractor after the establishment of the total final price shall be at no increase in the total final price.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and equitably reduce the target price or, if established, the total final price or (2) may terminate the contract for default. Unless the Contractor corrects or replaces the nonconforming supplies within the delivery schedule, the Contracting Officer may require their delivery and equitably reduce any target price or, if it is established, the total final contract price. Failure to agree upon an equitable price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects of nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure

such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and equitably reduce any target price or, if it is established, the total final price of this contract.

E.4 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not -
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted

separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E.5 ACCEPTANCE (FIP RESOURCES)

Equipment and software must operate in accordance with the manufacturer's specifications. The Government should give notice to the contractor of acceptance within 30 days from receipt of the deliverable. The Government is relieved of all risk of loss or damage prior to acceptance.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$100 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 TECHNICAL DIRECTION AND SURVEILLANCE**

(a) Performance of the work under this contract shall be subject to the surveillance of the Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing. The COTR may not issue any cost encoring technical direction. Technical direction is defined as a directive to the Contractor which approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work of documentation items; shifts emphasis among work areas or tasks; or otherwise furnishes guidance to the Contractor. Technical direction includes the process of conducting inquiries, requesting documentation, or transmitting information or advice by the COTR, regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any technical direction which:

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the specifications of the contract.

(c) All technical directions shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. Any instruction or direction by the COTR which falls within one, or more, of the categories defined in (b)(1) through (5) above, shall cause the Contractor to notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within thirty (30) days after receipt of the Contractor's Letter that:

(1) the technical direction is rescinded in its entirety

(2) the technical direction is within the scope of the contract, does not constitute a change under the "Changes" clause of the contract and that the Contractor should continue with the performance of the technical direction.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the Project Officer whom the Contracting Officer shall appoint shall be at the Contractor's risk.

G.2 INVOICES

An invoice is a written request for payment under this contract for supplies delivered or for services rendered. Payment of invoices submitted under this contract shall be made in accordance with the terms and conditions of the Prompt Payment clause and in accordance with the provisions of other clauses in this contract. Failure or refusal to provide the following information on all invoices submitted under this contract may result in the invoice being considered improper for payment in accordance with the Prompt Payment clause. In order to be proper, an invoice must include, as applicable, the following:

a. GENERAL INFORMATION

1. Name of Contractor
2. Invoice date
3. Contract number (including order number, if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total.
4. Shipment number and date of shipment (bill-of-lading number and weight of shipment will be shown for shipments on Government bills of lading).
5. Name, title, phone number and complete mailing address of responsible Official who can be contacted in the event of an improper invoice, if there are questions, or additional information is needed by this agency to process payment.
6. Any other information or documentation required by other provisions of the Contract (such as evidence of shipment).
7. Invoices shall be prepared and submitted as follows:

Number	Distribution
Original and 2 copies	Payment Office
One copy	Contract Specialist
One copy	COTR

b. ELECTRONIC FUNDS TRANSFER (EFT) INFORMATION

1. As mandated by the Debt Collection Improvement Act (DCIA) of 1996 and in accordance with FAR Clause 52.232-33-Payment By Electronic Funds Transfer--Central Contractor Registration (OCT 2003) of this contract, the contractor must submit the following written EFT information as specified in clause 52.232-33 of this award document by the 5th day following contract award:

- (a) The contract number (or other procurement identification number).

- (b) The contractor's name and remittance address, as stated in the contract(s).
- (c) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor official authorized to provide this information.
- (d) The name, address, and 9-digit Routing Transit Number (RTN) of the contractor's financial agent.
- (e) The contractor's account number and the type of account (checking, savings or lockbox).
- (f) If applicable, the Fedwire Transfer System (FTS) telegraphic abbreviation of the contractor's financial agent.
- (g) If applicable, the contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number (RTN) of the correspondent financial institution receiving the wire transfer payment if the contractor's financial agent is not directly on-line to the FTS; and, therefore, not the receiver of the wire transfer payment.

2. The contractor should include the EFT information set forth below on all invoices submitted for payment under this contract. Failure to provide the information or failure to notify this agency of changes to this information may result in delays in payments and/or rejection of the invoice in accordance with the Prompt Payment clause of this contract. The following EFT information should be submitted on each invoice:

- (a) Routing Transit Number (RTN) – The contractor shall provide the current 9-digit RTN of the payee's bank
- (b) Payee's account number
- (c) Contractor's Tax Identification Number (TIN)

(The EFT information submitted must be that of the contractor unless there is an official Assignment of Claims on file with the payment office.)

If at any time during the term of this contract, the contractor changes any EFT information, (i.e. financial agent, RTN, account number, etc.) the new EFT information must replace the old EFT information on subsequent invoices submitted under this contract.

To avoid delays in processing invoices, the contractor must also submit written notification of EFT information changes to the office designated in this award document as soon as the new information is known to the contractor. This notification must be in writing and signed by the individual authorized by the contractor to make such changes.

G.3 SUBMISSION OF INVOICES OR VOUCHERS FOR PAYMENT

Payments of invoices or vouchers submitted under this contract shall be made in accordance with the Prompt Payment clause of this contract and in accordance with the provisions of other clauses in this contract. The contractor shall submit a voucher once scheduled service has been completed to the offices designated below. In the event of award of other than a fixed price task order, the contractor shall substantiate vouchers by evidence of labor cost and cost of parts.

Invoices or vouchers, and any required supporting documentation, must be properly identifiable with the name of contractor, date of invoice/voucher, contract number, task order number, name and address or EFT information that

payment is to be sent to, and the name, title and phone number of the point of contact at the contractor's facility in case of a defective invoice/voucher. Invoices/vouchers shall be submitted as follows:

a. GENERAL

Invoices or vouchers and any required supporting statements or certificates properly identifiable with the contract number, shall be submitted as follows:

Original and 2 copies	Federal Emergency Management Agency Disaster Finance Center Attn: Vendor Payments P.O. Box 800 Berryville, VA 22611
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One Copy	Contract Specialist-- Federal Emergency Management Agency Office of the Chief Procurement Officer Recovery & Logistics Branch 395 E Street S.W. PP 5th Floor Washington, DC 20472-3205
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One Copy	COTR –Joel Pirrone Housing Unit Individual Assistance Division 500 C St. Washington, DC 20472
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Payments of invoices or vouchers shall be subject to the withholding provisions (if any) of the contract. In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate invoice for the amount withheld will be required before payment for that amount may be made.

G.4 DESIGNATION OF CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

For the purpose of this contract, the Contracting Officer's Technical Representative shall be:

Joel Pirrone

G.5 TASK ORDER PROCEDURES

- (a) Issuance of Task Orders for the delivery of the unit will be issued to all contractors.
- (b) Subsequent Task Orders, beyond the delivery and installation of the one (1) guaranteed unit, for additional units will be competed among contractors who were awarded contracts, if the total value of the order exceeds \$5,000,000. Otherwise, task orders will be issued upon the Contracting Officer's determination using a rotation.
- (c) The contractor will only be guaranteed Task Order for the purchase of one (1) unit. It is at the sole discretion of the Government using a Task Order to purchase anymore units if it is deemed necessary by the Contracting Officer.
- (d) Fair opportunity.

(i) The contracting officer must provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under multiple delivery-order contracts or multiple task-order contracts, except as provided for in paragraph (b)(2) of this section.

(ii) The contracting officer may exercise broad discretion in developing appropriate order placement procedures. The contracting officer should keep submission requirements to a minimum. Contracting officers may use streamlined procedures, including oral presentations. In addition, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order and the order does not exceed \$5 million. The competition requirements in Part 6 and the policies in Subpart 15.3 do not apply to the ordering process. However, the contracting officer must—

(A) Develop placement procedures that will provide each awardee a fair opportunity to be considered for each order and that reflect the requirement and other aspects of the contracting environment;

(B) Not use any method (such as allocation or designation of any preferred awardee) that would not result in fair consideration being given to all awardees prior to placing each order;

(C) Tailor the procedures to each acquisition;

(D) Include the procedures in the solicitation and the contract; and

(E) Consider price or cost under each order as one of the factors in the selection decision.

(1) Commencement of Performance

(i) Upon award of the task order service shall commence in accordance with the delivery schedule set forth in the task order.

(ii) Failure to begin services as required may result in the termination of the task order. The Government reserves the right to terminate the contract and/or task order for cause if the contractor fails to begin services.

(2) Completion of Task Orders

Within ten (10) days of physical completion of work under each task order, the contractor shall submit a final voucher. If additional time is needed, the Contractor shall submit a written request for a time extension that explains the extenuating circumstances.

(3) Payment for Task Orders

If the Contractor is performing more than one Task Order simultaneously, separate invoices are required for each Task Order.

G.6 CONTACT INFORMATION

(a) Contractor shall supply a name, phone number, cellular phone number, and e-mail address for the primary and secondary point of contact for this contract. The contractor shall also provide a phone or hotline number for with 24 hour access for emergency purposes only.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

H.2 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

H.3 INSPECTION AND ACCEPTANCE

(a) The unit will be delivered to a designated facility. The offeror(s) who are selected will be responsible for the haul and installation of the one (1) unit at a set location on the Government's facility. The COTR and installation point of contact will oversee the installation of the unit for acceptability.

(b) The Government will inspect each unit at the place of origin. All units shall be tested by the third party at the manufacturing plant prior to delivery. The contractor will be required to provide advance notice to the inspector. This approach will reduce the risk that the contractor will ship a high value item that must be returned or repaired at a Government facility due to non-compliance with the specifications. Because loading, unloading and transportation of the units requires special handling and expertise, the contractor will be responsible for handling all aspects of shipment and delivery. FOB Point is destination where inspection of damage during shipment will occur and acceptance will take place.

(c) The Government will conduct inspections at both the contractors' facilities and at the point of delivery prior to acceptance. Quality assurance will be verified by a government inspector by means of a "punch list" or checklist. Emissions testing shall be conducted in accordance with the specifications by an approved independent third party who must be certified by the American Industrial Hygiene Association (AIHA) prior to delivery taking place.

(d) Individual task orders will require delivery of a weekly report of production schedule variances in order to assess risk to meeting required delivery. The contract will require reporting of all warranty actions and variances from the terms of the manufacturer's commercial warranty.

All testing for formaldehyde emissions will be performed by the selected Contractor. The contract will require delivery of testing reports to DHS/FEMA IA Project Officer located in the IA-PM Office prior to inspection and acceptance.

Acceptance Testing

All testing for formaldehyde emissions will be performed by the selected Contractor and reports given to DHS/FEMA IA Project Officer located in the IA-PM Office.

H.4 DELIVERY

- (a) The one (1) guaranteed unit will be delivered to a designated facility.
- (b) Specific delivery location and date will be issued in a task order.

(1) Fair opportunity.

(i) The contracting officer must provide each awardee a fair opportunity to be considered for each order exceeding \$3,000 issued under multiple delivery-order contracts or multiple task-order contracts, except as provided for in paragraph (b)(2) of this section.

(ii) The contracting officer may exercise broad discretion in developing appropriate order placement procedures. The contracting officer should keep submission requirements to a minimum. Contracting officers may use streamlined procedures, including oral presentations. In addition, the contracting officer need not contact each of the multiple awardees under the contract before selecting an order awardee if the contracting officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order and the order does not exceed \$5 million. The competition requirements in Part 6 and the policies in Subpart 15.3 do not apply to the ordering process. However, the contracting officer must—

- (A) Develop placement procedures that will provide each awardee a fair opportunity to be considered for each order and that reflect the requirement and other aspects of the contracting environment;
- (B) Not use any method (such as allocation or designation of any preferred awardee) that would not result in fair consideration being given to all awardees prior to placing each order;
- (C) Tailor the procedures to each acquisition;
- (D) Include the procedures in the solicitation and the contract; and
- (E) Consider price or cost under each order as one of the factors in the selection decision.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR 2008
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION ALTERNATE III (JUNE 1999)	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2008
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006

52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	OCT 2008
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.244-2	SUBCONTRACTS	JUN 2007
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2009
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
3052.228-70	INSURANCE	DEC 2003

I.2 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

I.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

- ☐ Name and TIN of common parent:

Name _____

TIN _____

I.4 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-- COMMERCIAL ITEMS (JUL 2009) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) Definitions. As used in this provision--

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-- Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred

since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product,"

"Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country, end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [] Are, [] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [] Have, [] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] Are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror ☐ does ☐ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

[] Offeror is not owned or controlled by a common parent;

[] Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted Business Operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations. (1) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(2) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

I.5 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) ALTERNATE I (OCT 2008)

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) Subcontract means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payments.

(1) Services accepted. Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall be the contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'.']

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'.')]

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.
- (t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

I.6 52.216-2 ECONOMIC PRICE ADJUSTMENT--STANDARD SUPPLIES (JAN 1997)

(a) The Contractor warrants that the unit price stated in the Schedule for is not in excess of the Contractor's applicable established price in effect on the contract date for like quantities of the same item. The term "unit price" excludes any part of the price directly resulting from requirements for preservation, packaging, or packing beyond standard commercial practice. The term "established price" means a price that--

(1) Is an established catalog or market price for a commercial item sold in substantial quantities to the general public; and

(2) Is the net price after applying any standard trade discounts offered by the Contractor.

(b) The Contractor shall promptly notify the Contracting Officer of the amount and effective date of each decrease in any applicable established price. Each corresponding contract unit price shall be decreased by the same percentage that the established price is decreased. The decrease shall apply to those items delivered on and after the effective date of the decrease in the Contractor's established price, and this contract shall be modified accordingly.

(c) If the Contractor's applicable established price is increased after the contract date, the corresponding contract unit price shall be increased, upon the Contractor's written request to the Contracting Officer, by the same percentage that the established price is increased, and the contract shall be modified accordingly, subject to the following limitations:

(1) The aggregate of the increases in any contract unit price under this clause shall not exceed 10 percent of the original contract unit price.

(2) The increased contract unit price shall be effective--

(i) On the effective date of the increase in the applicable established price if the Contracting Officer receives the Contractor's written request within 10 days thereafter; or

(ii) If the written request is received later, on the date the Contracting Officer receives the request.

(3) The increased contract unit price shall not apply to quantities scheduled under the contract for delivery before the effective date of the increased contract unit price, unless failure to deliver before that date results from causes beyond the control and without the fault or negligence of the Contractor, within the meaning of the Default clause.

(4) No modification increasing a contract unit price shall be executed under this paragraph (c) until the Contracting Officer verifies the increase in the applicable established price.

(5) Within 30 days after receipt of the Contractor's written request, the Contracting Officer may cancel, without liability to either party, any undelivered portion of the contract items affected by the requested increase.

(d) During the time allowed for the cancellation provided for in paragraph (c)(5) of this clause, and thereafter if there is no cancellation, the Contractor shall continue deliveries according to the contract delivery schedule, and the Government shall pay for such deliveries at the contract unit price, increased to the extent provided by paragraph (c) of this clause.

I.7 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 through 1,000.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.8 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 1,000;

(2) Any order for a combination of items in excess of 1,000; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.9 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

I.10 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is dollars.

I.11 52.216-25 CONTRACT DEFINITIZATION (OCT 1997)

(a) A definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is:

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

I.12 52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS (OCT 1997)

(a) Cancellation, as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer (1) notifies the Contractor that funds are not available for contract performance for any subsequent program year, or (2) fails to notify the Contractor that funds are available for performance of the succeeding program year requirement. -

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.-

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only (1) costs (i) incurred by the Contractor and/or subcontractor, (ii) reasonably necessary for performance of the contract, and (iii) that would have been equitably amortized over the entire multiyear contract period but, because of the cancellation, are not so amortized, and (2) a reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date (1) of notification of the nonavailability of funds, or (2) specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.-

(f) The Contractor's claim may include--

(1) Reasonable nonrecurring costs (see Subpart 15.8 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multiyear requirements;-

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;-

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and-

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.-

(g) The claim shall not include--

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;-

(2) Any cost already paid to the Contractor;-

(3) Anticipated profit or unearned fee on the canceled work; or-

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence. -

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.-

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

I.13 52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

The Government will evaluate offers for award purposes by including only the price for the basic requirement; i.e., options will not be included in the evaluation for award purposes.

I.14 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within . Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.15 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.16 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors,

including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardtopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

I.17 52.222-6 DAVIS-BACON ACT (JUL 2005)

(a) Definition.--Site of the work--(1) Means--

(i) The primary site of the work. The physical place or places where the construction called for in the contract will remain when work on it is completed; and

(ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--

(A) Located in the United States; and

(B) Established specifically for the performance of the contract or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

(i) They are dedicated exclusively, or nearly so, to performance of the contract or project; and

(ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of a contract.

(b)(1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the contract was performed at that site and shall be incorporated without any adjustment in contract price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

(4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the primary site of the work and the secondary site of the work, if any, in a prominent and accessible place where it can be easily seen by the workers.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are hereby incorporated by reference in this contract.

I.19 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.20 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor- Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR

470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.21 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors: (A) Major group code 10 (except 1011, 1081, and 1094). (B) Major group code 12 (except 1241). (C) Major group codes 20 through 39. (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce). (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

☐ (v) The facility is not located in the United States or its outlying areas.

I.22 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the

Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.23 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.24 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

I.25 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)

(a) Definitions. As used in this clause--

Acceptance means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

Defect means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

Supplies means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean ``data."

(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor .

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall (i) promptly correct the defect, or (ii) promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within . Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government. (1) The rights and remedies of the Government provided in this clause -

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at .

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5) (i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to -

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise -

(i) Obtain detailed recommendations for corrective action and either -

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

I.26 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I.27 HSAR 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--

(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and

(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) **Special rules.** The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) **Certain stock disregarded.** For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

(i) stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) **Plan deemed in certain cases.** If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4- year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) **Certain transfers disregarded.** The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) **Special rule for related partnerships.** For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) **Treatment of Certain Rights.**

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows: (i) Warrants; (ii) Options; (iii) Contracts to acquire stock; (iv) Convertible debt instruments; (v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) **Disclosure.** The offeror under this solicitation represents that [Check one]:

[]it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73; []it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or []it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

I.28 HSAR 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

(b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT	NO.
Attachment 1 IAQ Testing Specification	4 pages
Attachment 2 Sub-contracting Management Plan Sample (large contractors only)	7 pages
Department of Labor-Wage Determinations	website: http://www.wdol.gov
Housing Assessment Tool	

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is .

(2) The small business size standard is .

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

- ☐ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.
- ☐ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.
- ☐ (iii) 52.219-22, Small Disadvantaged Business Status.
- ☐ (A) Basic.
- ☐ (B) Alternate I.
- ☐ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ☐ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- ☐ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.
- ☐ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- ☐ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.
- ☐ (ix) 52.227-6, Royalty Information.
- ☐ (A) Basic.
- ☐ (B) Alternate I.
- ☐ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause--

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

K.3 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER

TITLE

DATE

HSFEHQ-09-R-0105**Section K**

52.211-7	ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS	NOV 1999
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	OCT 1997
52.216-27	ALTERNATE I (OCT 1997) SINGLE OR MULTIPLE AWARDS	OCT 1995

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

3052.247-72	F.O.B. DESTINATION ONLY	DEC 2003
52.237-1	SITE VISIT	APR 1984
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price, Indefinite Quantity contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Federal Emergency Management Agency

500 C Street, S.W., PP 5th Floor
Washington DC 20472

Mailing Address:

Federal Emergency Management Agency

500 C Street, S.W., PP 5th Floor

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 Delivery of Proposal Instructions

- (a) Offeror must provide by September 10, 2009 at 2 P.M. (EST):

- (1) One copy of the proposal sent electronically to Roxanne.micca@fema.gov and Eddie.murphy@dhs.gov.
 - (2) Two copies of the proposal on CD must be delivered via mail or hand carried to:

Attn: Roxanne Micca, W-22
Federal Emergency Management Agency
Disaster Assistance Section
500 C St. SW Patriots Plaza-5th Floor
Washington, DC 20472

- (b) The offeror's technical proposal will be no more than 40 pages. The proposal will only be evaluated on the first 40 pages, excluding the pricing sheet and housing assessment tool.
 - (1) The proposal will be in 12 point font and use either Times New Roman or Arial.
 - (2) Pricing/cost proposal will be submitted using the CLIN structure and formatting found in Section B of this solicitation

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
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M.2 52.214-22 EVALUATION OF BIDS FOR MULTIPLE AWARDS (MAR 1990)

In addition to other factors, bids will be evaluated on the basis of advantages and disadvantages to the Government that might result from making more than one award (multiple awards). It is assumed, for the purpose of evaluating bids, that \$500 would be the administrative cost to the Government for issuing and administering each contract awarded under this solicitation, and individual awards will be for the items or combinations of items that result in the lowest aggregate cost to the Government, including the assumed administrative costs.

52.217-5	EVALUATION OF OPTIONS	JUL 1990
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M.3 EVALUATION CRITERIA**1. Evaluation Factors**

The evaluation will be based on a complete assessment of the Offeror's proposal. For this solicitation, there are five Evaluation Factors:

Award decisions will be made on a "best-value" assessment of proposals based on a trade off between cost and non-cost factors utilizing a two step evaluation approach. When combined, all evaluated technical factors will be considered significantly more important than price. The Phase 1 will address only the Technical Approach, Functional Criteria, and Past Performance. Offerors with an unacceptable rating do not progress to Phase 2. The award decisions in Phase 2 will be made on a "best-value" assessment of proposals based on a trade off between Manufacturing Facility and Team Evaluation and Price. Technical Approach, Past Performance, Functional Criteria & Site Visit Responsibility and Capability Evaluation are equally weighted. Those four evaluation factors when combined are significantly more important than price. The written proposals shall be evaluated, on an adjectival rating scale, based on the extent to which the proposals demonstrate a successful approach to meeting the terms (technical approach) of the prospective contracts; complimented with relevant, successful performance, field evaluation and competitive pricing:

Phase 1

Factor 1- Technical Approach

FACTOR 1: TECHNICAL APPROACH**Sub-factor 1: Compliance Approach**

The Offeror's compliance approach will be evaluated to determine the extent to which the Offeror understands the requirements of this solicitation and to which the proposed approach will achieve the requirements and specifications of this solicitation. In addition, the Offeror's QA/QC process will be examined and assessed under this sub-factor.

Sub-factor 2: Production Capability

The Offeror's current production capability will be evaluated to determine the extent to which the Offeror is capable of meeting the production requirements of the prospective contract; whether a manufacturer or a distributor. The evaluation will therefore assess how well the Offeror demonstrated that its production capacity and resources (or that of its manufacturing partner(s), will meet or exceed the requirements of the prospective contract and that it will be able to manage and foster collaborative relationships with its partners/subcontractors to ensure a collective production capability to perform.

Sub-factor 3: Indoor Air Quality Approach

The Offeror's proposal will be evaluated to determine the extent to which it adequately identified specific risks to successful performance and demonstrated how it intends to mitigate such risks. The evaluation will therefore assess the demonstrated ability of the proposed approach to meet the formaldehyde level requirements (less than .016 ppm), to test for such formaldehyde level, materials used, and to ensure the ventilation requirements are met. (See Attachment C – FEMA Disaster Housing Inspection and Indoor Air Quality (IAQ) Specifications located in the 2nd Alternative Housing Unit RFP Performance Baseline & Functional Criteria document).

Sub-factor 4: Housing Assessment Tool

The Offeror will be evaluated on how fully and accurately they completed the Housing Assessment Tool. A complete Housing Assessment Tool (HAT) plays a crucial role in understanding the full specifications of proposed units and enables a broad understanding of their ability to fulfill the requirements of the solicitation. The Offeror will fill out the HAT on-line, print it out, and attach it with the proposal. An electronic Excel copy of the HAT will be posted with the RFP as well and is an acceptable substitute for the on-line version. Whichever version is used, a copy must be printed out and attached to the submitted proposal.

FACTOR 2 – FUNCTIONAL CRITERIA

The Offeror's proposal will be evaluated based on the expressed ability to of the proposed unit to assist FEMA in addressing disaster conditions that challenge the typical FEMA MH, PM or TT. The examples of innovation listed in Attachment B (Alternative Unit Functional Criteria) of the 2nd Alternative Housing Unit RFP Performance Baseline & Functional Criteria document will be used to identify and acquire units that offer value-add and improvements over existing housing options in order to test and evaluate the units' performance for potential use in disaster response. The evaluation will assess the units' timeliness, flexibility, sustainability, reusability, adaptability, and permanency, with special consideration given to those units which demonstrate significant improvements and innovations in these areas, as determined by the SEB.

FACTOR 3: PAST PERFORMANCE

The Past Performance will be evaluated as a measure of the Offeror's ability to successfully perform this project based on demonstrated relevant and/or recent performance managing/service supply contract.

The Offeror's past performance will be evaluated based on the information received as part of the past performance questionnaires, phone interviews with identified customers on the project master list, project descriptions, and reference list summaries. The three (3) projects identified by the Offeror will not serve as the sole basis of evaluation of past performance. The Government reserves the right to obtain and utilize information obtained by the Government from sources other than those identified by the Offeror.

The evaluation will consider the extent of the Offeror's recent, relevant experience and demonstrated ability to meet project: 1) performance/technical requirements, 2) schedule, 3) cost control, 4) customer satisfaction, and 5) risk management.

Please provide the client name, a point of contact, and accurate contact information for all 3 projects.

Phase 2

**** Vendor's found Excellent and Acceptable will be forwarded through to "Phase 2" of the evaluation process.****

Factor 4 – Manufacture facility visit and Team Evaluation

Factor 5 – Price

FACTOR 4: SITE VISIT TO DETERMINE RESPONSIBILITY AND CAPABILITY OF OFFEROR

The Offeror's production management team firm will be evaluated to determine the extent to which the Offeror is capable of meeting the production requirements of the prospective contract; whether a manufacturer or a distributor. The evaluation will therefore assess the manufacturer's current capacity and capability to produce the units specified.

FACTOR 5: PRICE

Price, while being an important factor, is not in and of itself the determining factor in the selection of the successful Offeror for award of the contract contemplated by this solicitation. Price is scored/weighted; each Offeror's price will be evaluated for the proposed contract price. The ultimate importance of the Price factor will be determined after the ratings for the Technical Approach and Past Performance of each Offeror's proposal has been established. The Government, in its best value trade off process, will conduct price analysis, evaluate and compare the offerors proposed pricing, based on the total potential price of the prospective contract while making a best value determination using the IGCE; based on the contractor's proposal for the base year and 4 option periods.

M.3 Adjectival Rating

The following factors are the ratings being used to rate the offeror's proposal:

Excellent: Greatly exceeds the minimum performance or capability requirements of any evaluation sub-factors in a way beneficial to the Government. There are no significant weaknesses.

Acceptable: Meets the minimum performance or capability requirements of any evaluation sub-factors. There may be minor but correctable weaknesses.

Unacceptable: Fails to meet the performance or capability requirements of any evaluation sub-factors. There are unacceptable weaknesses.

M.4 EVALUATION OF OPTIONS YEARS

Cost per unit is inclusive of design, construction, IAQ testing, delivery, installation, warranties and maintenance. The ordering period will be for 5 years with one (1) base year and 4 one (1) year option periods and will only guarantee the purchase of one unit with the option to purchase more.

The evaluation will be based on the base year and 4 option periods, with the guarantee of the purchase of one unit for the duration of the contract with options. The four (4) one (1) year options periods will be dependent on the availability of funds. The CLIN structure and format for the option periods are in Section B.

ATTACHMENT 1
IAQ Testing Specification

IAQ SCREENING TESTING PROCEDURES FOR FEMA TEMPORARY HOUSING

A. Pre-Test Procedure (Seal)

- As soon as unit is constructed or manufactured (pre-delivery, pre-government acceptance), each temporary housing unit shall be stored for a mandatory twenty-four (24) hours waiting period with all windows, doors, vents, and other openings to the outside closed with the exception of the designed HVAC system and the HVAC system turned off (and if applicable, shut the outside air intake dampener). Interior doors in each unit, not opening to the outside of the unit, shall be open (bathroom/ bedroom doors...). Note: If unit is a built on location model, all procedures shall be followed including pre installation at the vendor location for acceptance. This would include but is not limited to a vendor erecting the unit with all interior components in unit, proceed with IAQ, bring unit back to delivery state, then deliver to FEMA if unit passes the IAQ screening.
- If the manufacturer/contractor is to provide furnishings, decorative items (e.g. curtains, wallpaper, etc.), etc., those must be installed or in unit prior to the IAQ testing. All protective wrapping shall be removed and all materials exposed. This includes any materials or products in boxes. Shall remain as stated till delivery.
- The IH shall determine the predisposition of each unit (e.g. built a week ago and sitting in parking lot waiting for delivery and completely "sealed up") prior to testing from observations and/or interviews with on-site production crew or supervisors. The IH shall document this information for each unit.
- If any of the above steps are not followed or it is found any step was not adhered to, the twenty-four (24) hour pre-test for the unit shall be recommenced within one day. This is to ensure consistency.

B. Pre-Test Procedure (Ventilation Period)

- Once Section A has been completed with, within 24 hours it is mandatory the unit have all windows, doors, vents and other openings remain closed, interior doors remained opened and the HVAC system be turned on, set to 72 degrees Fahrenheit and remain on until testing for five (5) continuous days. The units shall be stored in a controlled, secured location.
- Once each morning, at the beginning of the work day, walk into each unit to set the HVAC to heat or cool (72 degrees Fahrenheit) than close door. This will be dependant on the predicted high temperature for the location of the testing. Once each evening, at the close of business, walk into

each unit to set the HVAC to heat or cool (72 degrees Fahrenheit) than close door. This will be dependant on the predicted high low temperature for the location of the units. This is to be done as necessary. If high and low is predicated to be below 72 degrees Fahrenheit, leave on heat or vice versa for that day. At the time of each morning/evening HVAC setting check, take a visual reading of thermostat and verify temperature is ± 5 degrees Fahrenheit of 72 degrees Fahrenheit to ensure HVAC is running properly.

- If the manufacturer/contractor is to provide furnishings, decorative items (e.g. curtains, wallpaper, etc.), etc., those must be installed or in unit prior to the IAQ testing. All protective wrapping shall be removed and all materials exposed. This includes any materials or products in boxes. Shall remain as stated till delivery.
- The IH shall determine the predisposition of each unit (e.g. built a week ago and sitting in parking lot waiting for delivery and completely "sealed up") prior to testing from observations and/or interviews with on-site production crew or supervisors. The IH shall document this information for each unit.
- If any of the above steps are not followed or it is found any step was not adhered to, the unit is required to begin the process starting with Section A within twenty-hours (24). This is to ensure consistency.

C. Testing Procedure (1st test)

- After the five (5) day ventilation period, within 24 hours, the indoor air for each unit shall be tested to document that the IAQ is below the required threshold limits. All testing should occur only between the hours of 7:00 a.m. – 6:00 p.m. This represents the typical peak in the temperature under normal weather patterns and will demonstrate an effort was made to conduct testing during the warm/humid part of the day. This likely will generate the highest possible readings. Unit shall remain sealed during testing, interior doors shall be open if they do not lead to the outside.
- The IAQ testing shall be conducted by qualified third party industrial hygienists (IH) trained and experienced in conducting industrial hygiene and/or IAQ air sampling.
- The HVAC system for each unit must be off prior to testing of each unit within twenty-four (24) hours of testing and remain off.
- The IH shall document the conditions in which testing is performed by field notes and photographs.
- The IAQ testing shall be performed for the following contaminants and recommended maximum allowable concentrations:

- Formaldehyde – Direct-reading instrumentation or Lab sampling, approved via NIOSH 2016.
 - Maximum concentration – Less than 16 parts per billion (ppb) as directed by FEMA
- Total Volatile Organic Compounds (tVOCs) – ppbRAE analyzer or similar direct-reading instrumentation
 - Maximum concentration – 500 micrograms per cubic meter ($\mu\text{g}/\text{M}^3$)
- Particulates (PM_{10}) – Met One Discrete Particle Counter (DPC) or similar direct-reading instrumentation
 - Maximum concentration – 50 $\mu\text{g}/\text{M}^3$
- 4-Phenylcyclohexene (4-PCH)* – Charcoal tube media and low-flow air sampling pump
 - Maximum concentration – 6.5 $\mu\text{g}/\text{M}^3$
 - Still researching to determine if there is direct-reading technology to measure for this VOC similar to formaldehyde and tVOCs. This could possibly eliminate the need for laboratory analysis and longer (~1 hour) sampling times for 4-PCH.

* This test is only required if carpets and fabrics with styrene butadiene rubber (SBR) latex backing material are installed as part of the base building systems.

- With the exception of the 4-PCH and/or Formaldehyde, the IAQ testing shall be performed using approved instrumentation or similar approved method which shall have a current factory calibration at time of testing and operated in accordance with the manufacturer's specifications/recommendations. This must be an instrument which can test for all requested levels. Must be able to test for levels of Formaldehyde at a minimum of 14 ppb. The instrument shall have an accuracy rate of at least ninety (90) percent.
- The tests shall be collected in the general breathing zone of approximately three to six feet from the floor and twelve inches from wall, away from any vent, for each housing unit. One test shall be taken in units with an open floor plan and sufficient air mixing; two tests shall be taken in units with two zones that may be isolated from each other.
- The IH shall conduct; an eight hour continuous sample of Formaldehyde will be collected in the center of the THU primary living room utilizing the National Institute Occupational Safety and Health (NIOSH) Manual of Analytical Methods (NMAM) 2016. Each day of testing an outside sample shall be collected/recorded using the same method and times stated above.
- Samples will be collected utilizing standard industrial hygiene pumps or similar approved method, an accuracy rate of at least ninety (90) percent, samples must be drawn at a flow rate and collect an

appropriate sample size required by the NMAM 2016, and be placed at a height comparable to a residents breathing zone, preferably between three (3) to six (6) feet in height.

- The IH shall document the weather conditions, elevation, temperature and relative humidity in the unit, outside of the unit and at the time of each test.
- At the end of each sampling day, the samples will be shipped to the designated analytical laboratory accredited by the AIHA Industrial Hygiene Accreditation.
- Sample and data collection shall be completed within three (3) to five (5) business days of work order issuance and will be submitted to the FEMA COTR at that time.
- If any of the above steps are not followed or it is found any step was not adhered to, the unit is required to begin the process starting with Section A within twenty-hours (24). This is to ensure consistency.
- While awaiting test results, unit shall be stored following the protocol stated in Section A.
- If test result is less than 16 ppb and meets VOC requirements, place a sticker in the unit with the Test result, Date, Bar Code, Vin Number, Date of Test, Location of Test, name of Third Party conducting the testing and name of Manufacturer. Place sticker below kitchen sink or on a cabinet.
- If unit fails test, proceed with Section D. If unit passes, proceed with Section E.
- If any of the above steps are not followed or it is found any step was not adhered to, the unit is required to begin the process starting with Section A within one twenty-hours (24). This is to ensure consistency.

D. IAQ Re-Testing

- For any units having a failure, the IH shall determine the cause of the problem, report the problem to the COTR/PM and how the vendor and IH will bring the unit into compliance. Once the COTR/PM approves the recommendation, the unit shall be retested implementing all previous procedures beginning with Section A. A request to re seal and re test is not allowed by itself. The source of the problem shall be determined and removed prior to beginning section A again.
- If unit fails the additional testing, it will not be accepted by the government.

E. Reporting

- The IH shall provide one report for each model/unit/type tested at the vendor's facility. Each report will include a summary of the testing data, pertinent observations made by field staff, representative photograph of exterior and interior of each model/type/unit, evaluations and conclusions based upon the testing data, and recommendations. Also included will be copies of the field documentation for the testing of each model/unit type of housing.

F. Limitations / Qualifications

- The data from the limited IAQ testing will be used as a screening assessment tool for each housing unit to determine concentrations of certain IAQ contaminants inside the units at the time the units are completed with construction and are ready for delivery to end-users. The data will only represent the airborne concentrations of the specified contaminants for the specific time and location of each sampling point. Airborne contaminant concentrations may increase or decrease after our limited screening IAQ testing within each housing unit depending upon multiple variables such as temperature, elevation, relative humidity, and outside air ventilation rates.
- To determine the actual affects of poor IAQ within an environment, the assessment and testing would ideally be conducted under actual/normal operating conditions in the geographic location the unit(s) are to be located. There are multiple factors/variables that can affect the IAQ within a unit over a period of minutes, hours, days, weeks, months, and years.

ATTACHMENT 2
Sub-contracting Management Plan
(Large contractors only)

FAR part 19.7
Sample will be provided